



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

NOTIFICATION OF STATEWIDE CONTRACT

March 11, 2003

CONTRACT TITLE: Recycling—Mixed Office Paper and Corrugated Paper for state agencies in the Springfield area.

CURRENT CONTRACT PERIOD: March 1, 2003 through February 29, 2004

RECYCLING COORDINATOR: Angie Gehlert
573-751-3384
gehlea@mail.oa.state.mo.us

BUYER INFORMATION: Wade McDonald
573-522-3052
mcdonw@mail.oa.state.mo.us

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	March 1, 2003 through February 29, 2004	February 28, 2007

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **NOT MANDATORY**.

This contract has been established for the convenience of state agencies. Local Purchase Authority may be used to purchase supplies/services included in this contract from an alternative source at the discretion of the agency.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE- MENT
C302183001	4302677900 3	FEDERAL INTERNATIONAL INC 7935 CLAYTON RD ST LOUIS MO 63105 (314) 721-3377 (314) 721-2007 (Fax) E-Mail: LeonardZeid@federalinternational.com	No	Yes

Contract Line Item	Type of Recycled Material	Price to be paid to State Recycling Office
001	Mixed Office Paper	\$15.00 per ton
002	Corrugated Paper	\$0.00 per ton

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
3/1/03-2/29/04	03/11/03	Initial issuance of new statewide contract for collection and recycling for mixed office paper and corrugated paper for the state agencies located in Springfield, MO

Any agency desiring to recycle collections of mixed office paper and corrugated, should contact the Recycling Coordinator, as stated on page one to implement service. In addition, if an agency encounters any problems regarding quality of service or collection time, send your complaint, in writing to, Recycling Coordinator, as stated on page one.

The Division of Purchasing and Materials Management has awarded contract C302183001 in accordance with the following requirements.

REQUIREMENTS

1. General Requirements:

1.1 The contractor shall collect and recycle the recyclable materials listed below for the Office of Administration, Division of Purchasing and Materials Management, State Office Recycling Program (hereinafter referred to as the *state agency*) in accordance with the provisions and requirements stated herein. For purposes of this document, the contractor shall agree that the following definitions shall apply and that the following items shall be referred to as *recyclable material*.

1.1.1 Mixed Office Paper shall be defined to include any or all items listed below.

White and Colored Paper and cardstock (All grades and colors), including, but not limited to:	<ul style="list-style-type: none"> • Copier paper • Computer Paper • Fax paper • Ledger paper • Card Stock • NCR forms (carbonless) • Road maps
All envelopes with or without adhesive labels and stamps, and with or without plastic windows, including, but not limited to:	<ul style="list-style-type: none"> • Regular 10# • Window • Kraft (brown) • White
Adding Machine Tape	
Post-it notes	
File Folders (Manilla)	
Copier paper (Ream) Wrappers	
Shredded Paper	May be in bags
Confidential materials	Boxed and marked as confidential
Newsprint Paper and Publications, including, but not limited to:	<ul style="list-style-type: none"> • Newspapers • City Telephone Books • State Telephone Books

	<ul style="list-style-type: none"> • MO. State Statute Books and Revisions
Books or Bound materials, regardless of quality of paper or type of binding	
Glossy and Coated Paper, including, but not limited to:	<ul style="list-style-type: none"> • Magazines • Catalogs • Junk Mail • Sales Literature & brochures • Calendars • Publications
Non-paper items, including, but not limited to:	<ul style="list-style-type: none"> • Paper clips • Staples • Spiral and GBC (Plastic Comb) Bindings • Paper clips • Rubber bands

1.1.2 Corrugated Paper shall be defined to be primarily corrugated cardboard boxes.

1.2 The contractor shall provide recycling services for State of Missouri offices/buildings located in the Springfield area. In addition, the contractor shall also provide recycling services for State of Missouri offices/buildings located in the geographic areas specified on Exhibit C.

1.2.1 The contractor shall provide services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that any State of Missouri office/building may participate in the contract, but that the contract does not require mandatory participation by any state agency.

1.2.2 The contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of the State of Missouri, any State of Missouri office/building may, at its own discretion, obtain alternate services elsewhere.

1.2.3 Attachment #2 contains information on most, but not necessarily all, of the State of Missouri offices and buildings located in Springfield, Missouri. In addition, an approximate numbers of employees for various offices in the Springfield area are stated on Attachment #5.

1.2.4 The contractor shall agree and understand that each State of Missouri office/building shall have a single contact person who shall be considered the *Recycling Monitor*.

1.3 The contractor shall perform all services to the sole satisfaction of the state agency as specified herein. The contractor shall understand that the state agency or designee shall, at any time throughout the contract, accompany the contractor during any collection, hauling/transporting, or recycling process being conducted by the contractor. The contractor shall not restrict or in any way limit the state agency's right or ability to oversee any and all services provided by the contractor.

2. **Performance Requirements: Mixed Office Paper:** The contractor shall (1) supply 90 gallon collection receptacles for the collection of mixed office paper, (2) collect and empty all receptacles and any other container/packaging of mixed office paper, and (3) recycle the collections.

2.1 Collection Receptacles for Mixed Office Paper:

2.1.1 By no later than the number of days stated on Exhibit C, the contractor shall place the required number of collection receptacles within the various State of Missouri offices/buildings.

- a. The receptacles shall be ninety (90) gallon containers on wheels, with lids. The contractor must obtain approval from the state agency for each type of receptacle provided.
 - b. The state agency shall provide the contractor with the requirements regarding the number of receptacles needed. However, for planning purposes, approximately one (1) ninety (90) gallon receptacle is needed for approximately each 25 employees. In the event that a small State of Missouri office/building does not have enough employees or does not generate enough waste to warrant a ninety (90) gallon receptacle, the state agency may provide a smaller receptacle.
 - c. The Recycling Monitor of each State of Missouri office/building shall notify the contractor of the exact location/placement for each receptacle within that office/building.
 - d. In addition, the contractor shall agree and understand that as needs change for the various State of Missouri offices/buildings, the state agency shall notify the contractor of additions, deletions, or changes to the initial requirements for receptacles.
 - e. The contractor shall retain ownership of the contractor-provided receptacles.
- 2.2 Content of Collections – The contractor shall agree and understand that each State of Missouri office shall sort office waste at the discard point and shall only include mixed office paper in the collections. The Recycling Monitor of each State of Missouri office/building shall instruct state employees in the methods that would ensure the proper sorting of materials. However, the contractor shall understand that the content of the mixed office paper included in the collections shall include all material listed on Attachment #1.
- 2.3 Collection for Mixed Office Paper: Immediately after placement of the receptacles in each State of Missouri office/building, the contractor shall begin collecting and emptying the receptacles at each State of Missouri office/building as specified below:
- 2.3.1 The contractor shall understand and agree that the State of Missouri requires flexibility in the arrangements and methods for the collection of the mixed office paper on a building-to-building and case-by-case basis. The contractor shall coordinate and work in good faith with the state agency and the Recycling Monitors in seeking and obtaining the arrangements and methods of collection.
- a. Based on the nature of some of the mixed office paper, it is essential that the confidentiality of the material be maintained until destruction.
 - b. In addition to emptying and collecting the contents of the receptacles, the contractor shall also collect pallets (such as over-runs on printing jobs) and truckloads (such as truckloads full of outdated forms, etc.) of mixed office paper on an unscheduled basis.
- 2.3.2 In order to minimize conflict in the collection schedules between the contractor and the state agency's trash hauler, the Recycling Monitor shall oversee coordination between the contractor and the trash hauler in terms of collection times and dates and the placement of receptacles on the loading dock or other collection location. The contractor shall agree and understand that the receptacles will be brought to the loading dock or other collection location by state employees.
- 2.3.3 The contractor shall perform all collections during normal State of Missouri office hours which are typically 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Official State Holidays. A list of 2002 State Holidays is included herein as Attachment #4. The state agency shall provide the contractor with a new list each year.
- 2.3.4 Requirements for Collection: For those State of Missouri offices/buildings included in the scheduled collection list, the contractor must collect the mixed office paper according to the written schedule. The actual schedule shall be mutually agreed between the contractor and the state agency.

- a. In addition and on occasion, a State of Missouri office/building included on the scheduled collection list may require unscheduled collections. For each unscheduled collection, the Recycling Monitor needing the collection shall contact the state agency. The state agency shall contact the contractor and notify the contractor of the need for an unscheduled collection. The contractor must make the collection by no later than one work day from the day of notification by the state agency unless other arrangements are agreed to between the contractor and the state agency.

2.3.5 The contractor must collect and empty the receptacles of mixed office paper even if the content of the receptacles includes prohibited material. In the event a receptacle contains an excessive amount of prohibited material, the contractor must immediately contact the state agency so that the state agency may provide additional training and education to the state employees committing the infraction. Prohibited material shall be items such as food waste, tissues (such as Kleenex), towels (such as paper towels), carbon paper, napkins, metal, aluminum, corrugated paper, glass, plastic, Styrofoam, and food wrappers.

2.3.6 In the event the contractor is not able to make a collection at a particular time or day as required herein due to causes beyond the control of, and without the fault or negligence of the contractor, the contractor shall be permitted to reschedule such collection(s) for the next reasonable available time.

- a. The contractor must contact the Recycling Monitor for the office/building needing rescheduling of the collection(s).

2.4 Recycling for Mixed Office Paper:

2.4.1 The contractor shall perform any sorting necessary to the collected material and shall otherwise prepare the collected material for its final destination (end user, processor, or permitted sanitary landfill).

- a. If requested by the Recycling Monitor, the contractor shall maintain the confidentiality of specified collected material until destruction.

2.4.2 The contractor must receive the state agency's written approval of all end users, processors, and landfills that will be used for the collected mixed office paper. In addition, the contractor must certify that the recyclable materials included in the mixed office paper collections are being recycled and are not being sent to landfills.

- a. The contractor **MUST** make every good effort not to dispose of any of the collected mixed office paper in a landfill. However, for those items collected that are not recyclable where disposal of the material in a landfill is the only option, the contractor must utilize a landfill or Transfer Station licensed/regulated by the Department of Natural Resources. If the landfill is outside of the State of Missouri, the contractor must use a government regulated and approved facility for the disposal or recycling of solid waste.

3. Performance Requirements – Corrugated Paper: The contractor shall (1) provide collection receptacles, (2) collect and empty all collection receptacles of corrugated paper, and (3) recycle the collections.

3.1 Collection Receptacles for Corrugated Paper: By no later than the number of days stated on Exhibit C, the contractor shall place two 2-cubic yard collection receptacles at the Springfield State Office Building.

3.1.1 The contractor must obtain approval from the state agency for the receptacles provided.

3.1.2 If the state agency identifies additional offices/buildings that generate enough corrugated paper waste to warrant the collection and recycling of such and if requested by the state agency and if the contractor is agreeable to providing collection services at such additional offices/buildings, the contractor shall provide additional receptacles at the offices/buildings specified by the state agency. However, if State of Missouri office/building does not generate enough waste to warrant a 2-cubic yard receptacle, the state agency may provide a smaller receptacle.

- 3.1.3 The contractor shall retain ownership of the contractor-provided receptacles.
- 3.2 The contractor shall agree and understand that the majority of corrugated paper shall be from corrugated boxes. The boxes shall be both broken down and un-broken. The state agency shall instruct state employees in what constitutes corrugated paper in order to ensure the proper sorting of materials.
- 3.3 Collection for Corrugated Paper: The contractor shall collect the corrugated paper from the receptacles as specified below:
- 3.3.1 The contractor shall understand and agree that the State of Missouri requires flexibility in the arrangements and methods for the collection. The contractor shall coordinate and work in good faith with the state agency and the Recycling Monitors in seeking and obtaining the arrangements and methods of collection.
- 3.3.2 In order to minimize conflict in the collection schedules between the contractor and the state agency's trash hauler, the Recycling Monitor shall oversee coordination between the contractor and the trash hauler in terms of collection times and dates and placement of receptacles.
- 3.3.3 The contractor shall perform all collections during normal State of Missouri office hours which are typically 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Official State Holidays. A list of 2002 State Holidays is included herein as Attachment #4. The state agency shall provide the contractor with a new list each year.
- 3.3.4 If collections for corrugated paper become constant and predictable, the contractor shall collect the corrugated paper according to a written schedule that will be provided by the state agency. Such schedule shall be mutually agreed between the contractor and the state agency. In the absence of a written schedule for collection, or in the event that a State of Missouri office/building requires an unscheduled collection, the Recycling Monitor for the State of Missouri office/building needing the collection shall contact the contractor for an unscheduled collection. The contractor must make unscheduled collections by no later than one calendar week after the day of the contact, or on the contractor's next trip in the general area, whichever is sooner, unless other arrangements are agreed to between the contractor and the Recycling Monitor.
- 3.3.5 The contractor must collect the corrugated paper even if the content of the receptacles includes prohibited material. In the event that a receptacles contains an excessive amount of prohibited material, the contractor must immediately contact the state agency so that the state agency may provide additional training and education to the state employees committing the infraction. Prohibited material shall be items such as: food waste, tissues (such as Kleenex), towels (such as paper towels), mixed office paper, carbon paper, napkins, metal, aluminum, glass, plastic, Styrofoam, and food wrappers.
- 3.3.6 In the event that the contractor is not able to make a collection at a particular time or day as required herein due to causes beyond the control of, and without the fault or negligence of the contractor, the contractor shall be permitted to reschedule such collection(s) for the next reasonable available time.
- a. The contractor must contact the Recycling Monitor for the office/building needing rescheduling of the collection(s).
- 3.4 Recycling for Corrugated Paper:
- 3.4.1 The contractor shall perform any sorting necessary to the collected material and shall otherwise prepare the corrugated paper for recycling. The contractor must provide the state agency with a written certification that the recyclable corrugated paper is being recycled and is not being sent to landfills.
- 3.4.2 The contractor MUST make every good effort not to dispose of any of the material collected in a landfill. However, in the event that there were items collected that are not recyclable, where disposal of the material in a landfill is the only option, the contractor must utilize a landfill or Transfer Station licensed/regulated by

the Department of Natural Resources. If the landfill is outside of the State of Missouri, the contractor must use a government regulated and approved facility for the disposal or recycling of solid waste.

4. Financial, Payment, and Reporting Requirements:

- 4.1 The contractor must submit a monthly report to the state agency Recycling Coordinator. The monthly report must be submitted by no later than the 25th of each month and must contain the following information from the collections/recycling activities from the prior month:
 - 4.1.1 A completed copy of the monthly log which must have been completed by the contractor at the time each collection was made. The contractor must document the actual number of receptacles/containers collected at each State of Missouri office/building each day. The contractor must total the columns and rows at the end of each month.
 - a. A sample of the type of log that must be maintained is included herein as Attachment #3. Immediately after contract award, the state agency shall provide the contractor with the actual log to be used.
 - b. If pallets and/or truck-loads of mixed office paper are collected, the contractor must note such collections on the log and indicate the weight of the material collected that was not in the receptacles.
 - c. With the log, the contractor must submit the required documentation regarding any collections containing excessive amounts of prohibited material.
 - d. The contractor must submit a separate report for each type of recyclable material.
 - 4.1.1 **The final destination of the collections** . If the contractor is not also the recycler, the contractor must include the name and location of the recycler.
- 4.2 In accordance with the requirements specified below, the contractor shall make quarterly payments to the state agency for the total amount due based on the total weight of the collections made by the contractor for the prior quarter.
 - 4.2.1 The contractor shall submit a check by no later than the 25th of April (for January – March collections), by no later than the 25th of July (for April – June collections), by no later than 25th of October (for July – September collections), and by no later than the 25th of January (for October – December collections).
 - 4.2.2 The contractor shall make the quarterly check payable to the state agency at: Division of Purchasing and Materials Management, Recycling Office, P.O. Box 809, Jefferson City, MO 65102.
 - 4.2.3 In lieu of weighing the collected recyclable material, the contractor and the state agency shall agree that for payment purposes, the average weight of mixed office paper in a 90 gallon receptacle shall be 193 pounds, the average weight of a bag of shredded mixed office paper shall be 8 pounds, and the average weight of a box of mixed office paper shall be 25 pounds. Additionally, the contractor and the state agency shall agree that for payment purposes, the average weight of corrugated paper in a 2-cubic yard receptacle shall be as stated on Exhibit C.
 - 4.2.4 In the event that market prices or conditions are drastically altered during the effective period of the contract, the contractor may request a modification to the firm, fixed price stated on the Pricing Page.
 - a. With such request, the contractor must provide proof of market change and must demonstrate how such change negatively affects the contractor's ability to perform in accordance with the contract.
 - b. However, the contractor shall agree and understand that any such request must be approved by the state agency and must be processed by the Division of Purchasing and Materials Management as a formal amendment to the contract in order for it to be effective.

c. The decision by the Division of Purchasing and Material Management shall be final and without recourse.

4.3 The contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein. **The State of Missouri shall not make any payments or reimbursements to the contractor for any materials, equipment, or services provided.**

4.4 Liquidated Damages: The contractor shall agree and understand that the provision of the recycling services in accordance with the requirements stated herein is considered critical to the efficient operations of the state agency. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements), the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

4.4.1 In the event the contractor fails to submit the quarterly payments within the twenty-five (25) days, the contractor shall be assessed liquidated damages in the amount of \$10.00 for each twenty-four (24) hour period thereafter in which the payment for the mixed office paper is not submitted and \$5.00 for each twenty-four (24) hour period thereafter in which the payment for the corrugated paper is not submitted

4.4.2 The contractor shall also agree and understand that such liquidated damages shall be paid by the contractor as a direct payment to the state agency. The contractor shall make all required liquidated damage payments to the state agency at the time of submission of the monthly report.

4.4.3 The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.

4.4.4 The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

4.5 The contractor must have and maintain a Dishonesty Bond in a minimum amount of \$1,000.00

4.5.1 The bond shall cover the State of Missouri as an additional insured.

4.5.2 The bond shall cover any loss caused to the state agency through any fraudulent or dishonest act or acts committed by the contractor or any of the contractor's employees, acting alone or in collusion with others by virtue of his/her position or employment during the contract period.

4.5.3 No later than 20 days after notification of award of the contract, the contractor must submit the bond or proof of such coverage to the state agency Recycling Coordinator.

5. Other Contractual Requirements:

5.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any BAFOs and (3) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

5.1.1 The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.

5.1.2 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

- 5.1.3 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 5.2 Contract Period: The original contract period shall be as stated in the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 5.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall be as stated on the Pricing Page of the awarded proposal for the applicable renewal period stated.
- 5.3.1 If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
- 5.4 Contractor Liability: The contractor shall be responsible for any and all injury or damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such negligent act.
- 5.4.1 The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 5.4.2 However, the contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assigns.
- 5.5 Insurance: The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.
- 5.6 Contractor Status: The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 5.7 Termination: The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving

written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall pay the state agency for all collections performed prior to the effective date of termination.

- 5.8 Subcontractors: Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain acknowledgement from the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors.
- 5.9 Commercial Drivers License: The contractor and the contractor's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds or any combination vehicle with a Gross Combination Weight Rating of over 26,000 pounds provided the Gross Vehicle Weight Rating of the vehicle(s) being towed is in excess of 10,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. The contractor must submit proof or verification of compliance with such Act to the state agency no later than 30 calendar days after award of the contract.
- 5.10 Coordination: The contractor shall fully coordinate all contract activities with those activities of the state agency. As the contract progresses, advice, and information on matters covered by the contract shall be made available by the contractor to the state agency.
- 5.11 Property of State: All reports and other documentation produced by the contractor in support of the services provided by the contractor shall become the property of the State of Missouri. The contractor shall agree and understand that all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.